

JOINT POWERS AGREEMENT

**BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY,
NEW MEXICO
AND THE CUATRO VILLAS MUTUAL DOMESTIC WATER USERS ASSOCIATION
CONCERNING JOINT EFFORTS TO PROVIDE REGIONAL WATER
TRANSMISSION FACILITIES TO SERVE THE COMMUNITIES OF ARROYO SECO,
CUARTELES, SOMBRILLO, AND LA PUEBLA**

This Joint Powers Agreement is made this 15th day of October, 2009 pursuant to the New Mexico Joint Powers Agreement Act, NMSA 1978, Sections 11-1-1 et seq. (as amended), by and between the Board of County Commissioners of Santa Fe County, New Mexico (hereinafter referred to as "the County"), a political subdivision of the State of New Mexico, and the Cuatro Villas Mutual Domestic Water Users Association (hereinafter referred to as "the Association"), a Mutual Domestic Water Consumers Association and a political subdivision of the State of New Mexico organized under the Sanitary Projects Act, NMSA 1978, §§ 3-29-1 through 3-29-21.

RECITALS:

WHEREAS, the Association was organized to respond to the water system needs of the community area for a safe and reliable domestic water supply, which need has been recognized by the New Mexico Environment Department in its Notice of Violation of October, 2006 for radionuclides, uranium levels that exceed the EPA standards in several wells in the service area, including the system's community well in La Puebla; and

WHEREAS, the water system serving the community of La Puebla has been reliably serving its customers adequately for the past twenty years but now needs additional water mains and an alternate supply to meet the Safe Drinking Water requirements and to reliably and adequately serve residents in this area to provide sufficient fire protection and domestic water use capacity; and

WHEREAS, the Association has addressed the needs by creating a comprehensive plan to address the Cuatro Villas communities water problems, received funding for construction of this phase of the plan, acquired property and have sufficient water rights to facilitate construction of Phase I of the regional water system, consisting of constructing a booster station, 11,250 feet of 12" and 8" waterlines and appurtenances on New Mexico State Road 76 and County Road 88 (La Puebla Road), the master meter station, the pressure reducing valve station and connections to the Pueblo of Santa Clara, City of Espanola water systems as well as to the La Puebla area existing water system to serve existing customers in the La Puebla area as well as provide regional system capability; and

WHEREAS, the total funding from the Water Trust Board and the New Mexico Finance Authority and the New Mexico State Legislature secured thus far for this ongoing phase of construction of new water system infrastructure in Santa Fe County is \$ 2,110, 063; and

WHEREAS, with these funding sources, the Association is approximately \$500,000 short of having sufficient funding to complete the proposed construction to provide the needed water system improvements; and

WHEREAS, the County is willing to assist with the development of the regional water system solutions to address water supply needs in the Cuatro Villas area and the Association desires to receive such assistance from the County and to become a partner with the County in water infrastructure planning and construction and maintenance of water system infrastructure for the Cuatro Villas Area; and

WHEREAS, the State Road 76 8-inch and 12-inch water transmission lines, the booster station, the PRV and the master meter station, fire hydrants and the connections to the respective area water systems are good candidates for County participation as a regional partner because it

is well situated to integrate this portion of the project being constructed with possible future regional solutions to address water problems in the area; and because joint ownership of such facilities will promote and facilitate regional solutions to the chronic water problems in the vicinity while preserving local control of local distribution systems; and

WHEREAS, if such assistance were received, the Association would be able to complete this portion of the regional water system construction, which would provide water to the La Puebla water system extending a regional water system from the Espanola area to the La Puebla area serving adjacent residences, including providing for fire protection, redundancy, and ensuring that customers receive safe, cost-efficient and reliable water service; and

WHEREAS, pursuant to the New Mexico Joint Powers Agreements Act, the parties hereto are authorized to enter into agreements for the purpose of jointly exercising any power common to the parties; and

WHEREAS, both the Association and the County have statutory authority to own, operate and maintain public water utility systems; and

WHEREAS, it is in the interest of the public health, safety and welfare for the parties to cooperate as set forth herein.

NOW THEREFORE, the parties mutually agree as follows:

1. **COUNTY'S PURCHASE OF AN UNDIVIDED SHARE OF THE REGIONAL WATER TRANSMISSION LINE AND ASSOCIATED COMPONENTS.**

1.1 The County agrees to purchase an undivided interest in the approximately 11,250 feet of 8" and 12" Water Transmission Lines, a booster station, master meter and pressure reducing stations, fire hydrants, and connections to respective area water system hereinafter referred to as the "Water System Infrastructure" as depicted on Sheet 3 of the water system improvements project plans attached as Exhibit "A";

1.2 The County shall purchase said undivided interest in the water system infrastructure described in the previous Article in the amount of Five Hundred Thousand Dollars (\$500,000). Any subsequent purchases of an interest in the water system infrastructure shall be accomplished by amendment to this Agreement.

1.3 The County's ownership interest in the water system items with associated components shall be valued as set forth in Article 3.2.

1.4 The County's ownership interest in the water system infrastructure at any specific time shall be established according to the formula set forth in Article 3.2 of this Agreement.

2. IMPROVEMENTS TO THE ASSOCIATION'S SYSTEM.

2.1 With the contribution provided by the County's participation as set forth in Article I, the Association shall improve the water system by adding the aforementioned water system infrastructure and other components of its system (hereinafter referred to as "the System") as set forth herein. See attached Exhibit "B", "Funding Analysis for the Cuatro Villas MDWUA Regional Waterline- Phase I Water System Improvements Project".

2.2 At least eighteen fire hydrants shall be installed on State Road 76 and La Puebla Road waterlines. The Santa Fe County Fire Marshall shall be consulted concerning the location and design of the fire hydrant system.

2.3 Water meters shall be installed, if economically feasible, at all residences on this Phase of the project;

2.4 All improvements described herein shall be designed consistent with sound engineering principles. The improvements described herein shall be constructed in a good workmanlike manner with reasonable construction supervision.

2.5 [Reserved]

3.0 OWNERSHIP OF IMPROVEMENTS.

3.1 All water system improvements constructed by the Association with previous funding, except those improvements described in Article 1 of this Agreement, shall be owned exclusively by the Association.

3.2 The water system infrastructure described in Article 1.1 and as set forth on Exhibits A and B shall be owned jointly by the Association and Santa Fe County. The ownership interest of each party shall be determined by the proportion of each party's contributions to the total cost of the water system items and associated components. Each time the County or the Association makes a contribution to the water system infrastructure, the interest of each shall be adjusted to reflect the contribution. Any disposition of the water system items and associated components shall require approval of both parties hereto.

3.3 The County's purchase of an interest in the water system infrastructure and associated components from the Association shall be subject to NMSA 1978, Chapter 13 ("Public Purchases and Property"), and, if applicable, shall be subject to approval of the New Mexico State Board of Finance pursuant to NMSA 1978, Sections 13-6-1 through 13-6-8.

4.0 FINANCING OF IMPROVEMENTS.

4.1 All improvements described herein have been or will be constructed using revenue from three sources: (i) appropriations from the Water Trust Board (2005 WTB Grant and 2006 WTB-Grant); (ii) appropriation from the New Mexico Finance Authority (NMFA Grant 1135-WW); and (iii) State legislative grants 03-0346 STB and 2007-4571-GF; the total amount of which is to be expended for the construction of new water system infrastructure which lies in Santa Fe County is \$2,110,063; and (iv) funds provided by Santa Fe County through this Agreement in the amount of \$500,000.

4.2 The County may purchase an additional interest in the water system infrastructure and associated components. Any such purchase shall become effective only after an amendment to this Agreement has been approved by the parties and approved by the Department of Finance and Administration and, if applicable, by the New Mexico State Board of Finance. The County may also may make direct expenditures ("in kind" contributions) to construct improvements to the water system infrastructure described herein, so long as the appropriate amendment to this Agreement and approval of the Department of Finance and Administration and, if applicable, the New Mexico State Board of Finance, is obtained. In the latter situation, the Association shall provide access and/or easements as appropriate to support construction of improvements, access to design and/or engineering work as appropriate, and other items to support the work.

4.3 If additional funds become available that enable improvements to the water system infrastructure and associated components to be constructed that were not constructed because funds were not available from the sources referred to herein, the parties may nevertheless proceed to design, engineer and construct improvements with other funds, but such arrangement must be described specifically in an amendment to this Agreement. If additional contributions from the County are required to support additional design, engineering and construction work, the parties may proceed by appropriate amendment to this Agreement.

5.0 [Reserved]

6.0 PROCUREMENT, ADMINISTRATIVE SERVICES

6.1 The Association shall, pursuant to the New Mexico Procurement Code, NMSA 1978, Section 13-1-1 et seq. and applicable procurement regulations, procure all the design, engineering, and construction services necessary to construct the improvements described herein, except those provided by the County (in kind) and described herein. The Association shall

provide all necessary administrative services related to the foregoing. The County shall have the right to examine all documents related to the foregoing.

7.0 REDUNDANCY AND RELIABILITY

7.1 Once the water system improvements described herein are made, the Association shall use the improvements to provide system redundancy and reliability, to improve operations of its entire system, and to transport water across the system for delivery purposes. All of the Association's operations and activities pursuant to this Article shall be reviewed and approved by the Technical Committee, as provided below, for technical feasibility. In no event shall the Association's operations pursuant to this Article be permitted to affect water quality for customers of the Association, affect delivery of water to customers of the Association, or impact service provided to the customers of the Association.

8.0 [Reserved]

9.0 [Reserved]

10.0 WATER RATES AND CHARGES.

10.1 The Association shall set its water rates and charges for its membership and upon the request of the County for informational purposes, the Association shall provide the County with its current water rates and charges.

11.0 TECHNICAL COMMITTEE.

11.1 A Technical Committee consisting of four persons is hereby created. Each party shall appoint two representatives to the Technical Committee; persons appointed to the Technical Committee should have technical expertise as a result of education, training or experience, in the design, operation or maintenance of water systems.

11.2 The Technical Committee shall be charged with ensuring that the governing bodies of the parties are provided with regular reports on the progress of the work of this Agreement, and shall provide a forum for intergovernmental discussions necessary to the continued operations of the System.

11.3 The Technical Committee shall meet as often as necessary given the situation, but shall meet at least biannually.

12.0 OPERATION AND MAINTENANCE OF THE SYSTEM.

12.1 The Association shall bear all the costs of day-to-day operation of the system, including but not limited to electrical costs associated with the booster station operation by the Association and its related infrastructure, pumping to fill the storage tank(s), maintenance of water rights, new capital expenditures and permitting. The County shall have no responsibility to contribute to these costs, which shall be borne solely by the Association.

12.2 The parties hereto shall jointly bear the expense of routine maintenance of the Water System Infrastructure and associated components as set forth herein, and shall jointly bear the cost of capital expenditures related to the same improvements, in proportion to each party's ownership interest. Any routine maintenance and capital expenditure related to the Water System Infrastructure and associated components described herein shall be discussed by the Technical Committee prior to making the expenditure, who shall provide a recommendation to the parties hereto concerning the proposed maintenance or capital expenditure. If the Technical Committee recommends making the expenditure, the Association shall make the maintenance or capital improvement. The County shall reimburse the Association for its pro-rata share of the work, according to its-then ownership interest in the Regional Water Transmission Line and associated

components. If the maintenance or capital expenditure is not approved by the Technical Committee, the County may contribute to these costs but shall not be obligated to do so.

13.0 SERVICE AREA.

13.1 The parties recognize that the service area boundaries of the Association have been established which includes portions of Santa Fe County on both sides of State Road 76 and La Puebla Road. Any changes to the service area by the Association shall be discussed with the County to ensure continuing good relations between the parties.

14.0 PARTICIPATION IN REGIONAL WATER PLANNING AND CONJUNCTIVE USE STRATEGIES.

14.1 The Association and County shall participate in regional water planning efforts, to include the County's sustainability and conjunctive use strategies, with the goal of assuring a reliable, safe and sustainable supply of water for the Association's county customers and for the County at large, to communicate and coordinate concerning water resource management, and to work towards sensible regional system integration and management.

14.2 The Association and the County shall work together to assure the sustainability of those ground water resources within the Santa Cruz Basin watershed, and the region.

14.3 The Association shall cooperate with the County's Regional Plan as developed by the Regional Planning Authority (and adopted by the Board of County Commissioners and the Santa Fe City Council), the County's 40-Year Water Plan, the County's General Plan, and other relevant planning documents.

15.0 FIRE PROTECTION.

15.1 The Association, in consultation with the County Fire Marshall and other appropriate emergency management authorities, shall provide appropriate water pressure and volume to fire hydrants within its service area for fire protection. The Association shall not levy

any charge or fee for the fire protection provided pursuant to this Article, except as set forth in Article 2, herein.

16.0 APPROPRIATED FUNDS.

16.1 In the event funds are not appropriated in a given year for either party's obligations described herein, either party will have the option of terminating this Agreement as of the date when funds are exhausted; provided, that this Agreement shall not terminate while the County owns an interest in the improvements described herein.

17.0 BOOKS AND RECORDS.

17.1 The Association shall maintain adequate and correct accounts related to the continuing operation of the improvements described herein, and of the operation and maintenance of said Association, which accounts shall be open to inspection at any reasonable time by the parties hereto, their accountants or their agents.

17.2 The Association shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency.

17.3 The Association shall provide to the County a report setting forth the uses of the funds granted by the County.

17.4 There shall be strict accountability of all receipts and disbursements by the parties hereto.

18.0. TERMINATION

18.1 This Agreement shall be in full force and effect upon the execution of this Agreement by all of the parties and approval by the Department of Finance and Administration of the State of New Mexico, and shall continue in full force and effect, subject to amendments, until terminated by the parties pursuant to this Agreement.

18.2 Any party's participation in this Agreement may be terminated by one hundred-eighty (180) days advance written notice; provided, that this Agreement shall not terminate while the County owns an interest in the improvements described herein.

18.3 Upon termination of this Agreement by the parties, the powers granted under this Agreement shall continue to the extent necessary to make an effective disposition of property and a full accounting.

18.4 Upon termination of this Agreement, all funds of the County that are held by the Association pursuant to Article 3.2 and which have not yet been applied against purchase of the improvements described herein shall be returned to the County. Any other surplus funds remaining upon termination of this Agreement shall be returned to the parties in proportion to the contributions made.

19.0 AMENDMENT.

19.1 This Agreement may be amended by the parties from time to time, but any amendment shall be in writing, executed by all of the then parties thereto, and approved by the Department of Finance and Administration.

20.0 SEVERABILITY.

20.1 If any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part hereof.

21.0 INSURANCE.

21.1 The parties hereto shall carry public liability insurance coverage consistent with the responsibilities of each entity under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 *et seq.*

21.2 The parties shall, in addition, provide workers' compensation coverage for employees, if necessary and applicable, and carry property damage insurance on the equipment, buildings, facilities or personalty of any kind that comprise the improvements described herein.

21.3 The expense of obtaining and maintaining the required insurance shall be each party's sole obligation.

21.4 The insurance provided for under this Section shall be maintained in full force and effect throughout the duration of this Agreement.

21.5 Each party shall obtain the insurance coverage described herein from a reliable insurance company or, alternatively, from a risk self-retention pool such as that provided by the New Mexico Association of Counties, or approved policy of self-insurance. A copy of any insurance policy shall be provided to the other party at the party's request.

22.0 STRICT ACCOUNTABILITY, RECORDS, AUDITS, REPORTS.

22.1 The parties hereto shall be strictly accountable for all receipts and disbursements, and shall maintain adequate, complete and correct records and statements pertaining to receipts, disbursements, and other financial matters pertaining to the improvements described herein.

22.2 Each year that the Association is required to perform an audit by an independent certified public accountant, the audit shall be provided to the parties and shall be made available to the public.

22.3 The records and statements prepared by the Association pursuant to this Article shall be open to inspection at any reasonable time by the parties hereto, their accountants and agents.

22.4 The Association shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency, and shall also render to the parties hereto, at reasonable intervals, such reports and accounting as the parties hereto may from time to time request.

23.0 LIABILITY.

23.1 No party hereto shall be responsible for liability incurred as a result of one of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement shall be subject to the privileges and immunities of the New Mexico Tort Claims Act (as amended).

24.0 THIRD PARTY BENEFICIARY.

24.1 The Parties to this Agreement do not and do not intend to create in the public, any member thereof, or any person, any rights whatsoever such as, but not limited to, the rights of a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for any claim whatsoever pursuant to the provisions of this Agreement.

25.0 DISPUTE RESOLUTION.

25.1 The Parties to this Agreement may use any and all methods of dispute resolution, up to and including court action, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally. Disputes shall be first discussed by representatives of each party having the authority, if necessary, to bind the party that they represent. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the

parties are unable to resolve the dispute through informal mechanisms or mediation within thirty days of the occurrence of the event or circumstances giving rise to the dispute, then either party may seek redress of their respective issues in a state court of competent jurisdiction.

26.0 ENTIRE AGREEMENT.

26.1 This Agreement contains the Entire Agreement between the parties hereto with regard to the matters set forth herein.

27.0 BINDING EFFECT.

27.1 This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns.

28.0 OTHER DOCUMENTS.

28.1 The parties agree to execute such further and other agreements as reasonably may be required from time to time to carry out the provisions of this Agreement.

29.0 LAW.

29.1 The laws of the State of New Mexico shall govern this Agreement.

30.0 NOTICES.

30.1 Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the County: Santa Fe County Water/Wastewater Operations Section
Santa Fe County
102 Grant Avenue
Santa Fe, N.M. 87504
Phone: 992-9870
Fax: 992-8421

With a copy to: County Manager
Santa Fe County
P.O. Box 276

Santa Fe, N.M. 87504
Phone: 986-6200
Fax: 986-6362

County Attorney
Santa Fe County
P.O. Box 276
Santa Fe, N.M. 87504
Phone: 986-6279
Fax: 986-6362

To the Association: Mukhtiar S. Khalsa, President
Cuatro Villas Mutual Domestic Water Users Association
P.O. Box 667
Santa Cruz, NM 87567

Phone (505)-450-2802

Attorney for Cuatro Villas MDWUA

Law Offices of Ted J. Trujillo
Ted Trujillo
P.O. Box 2185
Española, NM 87532

Phone: (505) 753-5150
Fax: (505) 753-4750

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives effective as of the date and year first written above.

**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY, NEW MEXICO**

By: _____

Michael A Anaya, Chair

ATTEST: _____

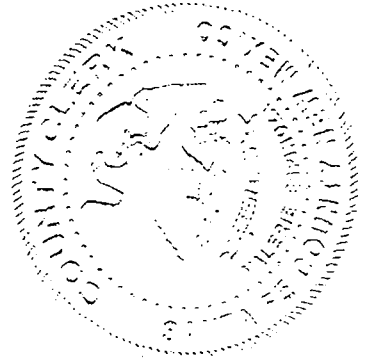
Valerie Espinoza, County Clerk

Approved as to form:


Stephen C. Ross, County Attorney

Finance Department Approval:

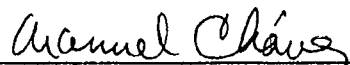
Teresa Martinez, Santa Fe County Finance Director



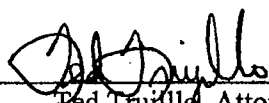
Cuatro Villas Mutual Domestic Water Users Association

By: 
Mukhtiar S. Khalsa, President

ATTEST:


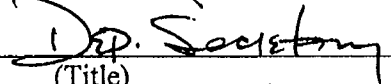


Manuel Chavez, Acting Secretary

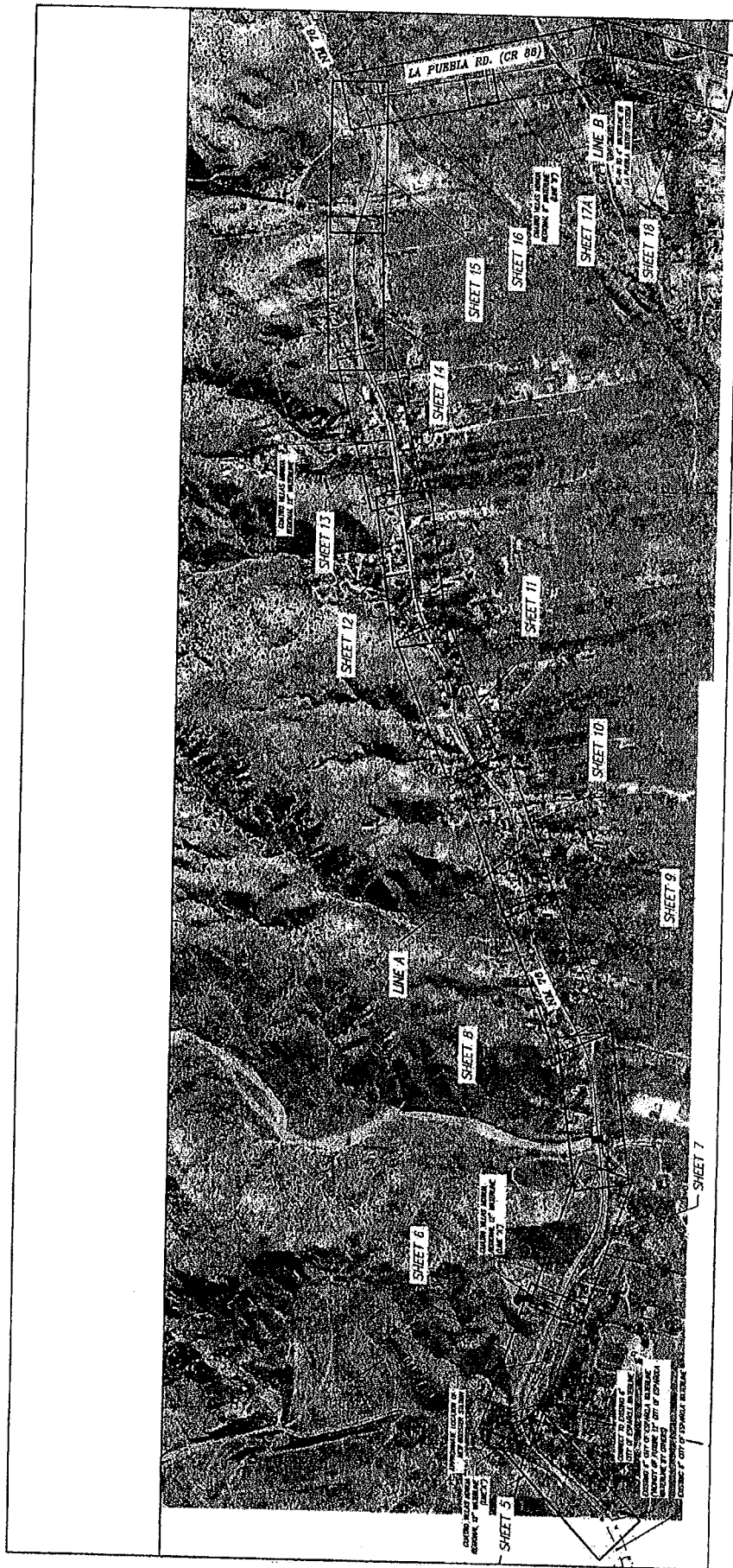
Approved as to form: .


Fed Trujillo, Attorney for Cuatro Villas MDWUA



**APPROVED BY THE DEPARTMENT
OF FINANCE AND ADMINISTRATION**

By: 

(Title)
10/15/5'
(Date) 



CUATRO VILLAS KEY MAP



THIS CONTRACT ALLOWS THE OWNER TO MAKE
PAYMENT WITHIN 45 DAYS AFTER SUBMISSION
OF AN UNDISPUTED REQUEST FOR PAYMENT.

DATE: _____ SCALE: AS SHOWN DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____	PROJECT: CUATRO VILLAS MDWUA WATER SYSTEM IMPROVEMENTS SANTA FE COUNTY, NEW MEXICO	EXHIBIT A SCOPE OF WORK & KEY MAP	3
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Exhibit A

EXHIBIT B

Cuatro Villas Water/WW
Budget Tracking

TASK	ORIGINAL APPROVED BUDGET	APPROVED BUDGET	AMOUNT OF PREVIOUS INVOICES	BUDGET REMAINING Previous Period	AMOUNT INVOICED This Period	BUDGET REMAINING End of Period	PERCENT COMPLETE End of Period	TASK
Construction Cost (Base Bid)	\$1,926,224.07	\$1,842,891.73	\$1,464,670.10	\$378,021.63	\$0.00	\$378,021.63	79.5%	Base Bid
NMGR (Santa Fe Remainder of Cnty)	\$122,786.78	\$116,879.10	\$62,392.16	\$24,098.88	\$0.00	\$24,098.88	53.4%	NMGR (SF County)
Construction Total	\$2,049,020.85	\$1,959,770.83	\$1,527,062.26	\$402,120.51	\$0.00	\$402,120.51	77.9%	Const. Total
Master Meter-Aqua-Metric		\$10,170.18	\$10,170.18	\$0.00	\$0.00	\$0.00	100.0%	Master Meter
Contingency	\$134,064.39	\$18,632.27	\$0.00	\$18,632.27	\$0.00	\$18,632.27	0.0%	Contingency
TP Pump		\$121,600.00	\$121,600.00	\$0.00	\$0.00	\$0.00	100.0%	TP Pump
NMGR Albuquerque		\$8,360.00	\$8,360.00	\$0.00	\$0.00	\$0.00	100.0%	NMGR Albuquerque
TP Pump Total		\$129,960.00	\$129,960.00	\$0.00	\$0.00	\$0.00	100.0%	TP Pump Total
Legal Expense/Ted Trujillo		\$2,801.50	\$2,801.50	\$0.00	\$0.00	\$0.00	100.0%	Legal Exp.
Legal Expense Total		\$2,801.50	\$2,801.50	\$0.00	\$0.00	\$0.00	100.0%	Legal Exp. Total
Maintenance provided by:								
Atkinson	\$573.51	\$573.51	\$573.51	\$0.00	\$0.00	\$0.00	100.0%	Maintenance
Frank Naranjo	\$268.75	\$268.75	\$268.75	\$0.00	\$0.00	\$0.00	100.0%	Maintenance
Four Star Electric	\$4,036.39	\$4,036.39	\$4,036.39	\$0.00	\$0.00	\$0.00	100.0%	Maintenance
Northern Tower	\$1,120.03	\$1,120.03	\$1,120.03	\$0.00	\$0.00	\$0.00	100.0%	Maintenance
R&T Landscaping	\$180.00	\$180.00	\$180.00	\$0.00	\$0.00	\$0.00	100.0%	Maintenance
JPS	\$233.55	\$233.55	\$233.55	\$0.00	\$0.00	\$0.00	100.0%	Maintenance
Maintenance Total	\$6,412.23	\$6,412.23	\$6,412.23	\$0.00	\$0.00	\$0.00	100.0%	Maintenance
Project Set Up & Scoping	\$7,326.00	\$7,326.00	\$7,326.00	\$0.00	\$0.00	\$0.00	100.0%	Project Setup
Environmental Documentation	\$22,091.00	\$4,239.50	\$4,239.50	\$0.00	\$0.00	\$0.00	100.0%	Envir. Doc.
Stakeholder Meeting	\$10,375.00	\$10,375.00	\$10,375.00	\$2.46	\$2.46	\$0.00	100.0%	Stakehd. Mtg
Property Research/Easements	\$13,097.00	\$10,167.58	\$10,167.58	\$0.00	\$0.00	\$0.00	100.0%	Prop Research/Ease
Hydrological Survey	\$15,000.00	\$15,000.00	\$13,629.00	\$1,371.00	\$1,225.00	\$146.00	99.0%	Hydrological Survey
Surveys/Geotest	\$83,167.27	\$83,167.27	\$83,167.27	\$0.00	\$0.00	\$0.00	100.0%	Surveys/Geotest
Resident Project Representative	\$53,723.00	\$84,672.00	\$35,260.26	\$49,411.74	\$18,482.74	\$30,949.00	63.4%	Res. Proj. Rep
Design	\$100,047.00	\$100,047.00	\$100,047.00	\$0.00	\$0.00	\$0.00	100.0%	Design Phase Eng.
Bid and Award	\$10,350.00	\$10,350.00	\$10,311.25	\$38.75	\$38.75	\$0.00	100.0%	Bld Process
Construction Administration	\$57,190.00	\$57,190.00	\$14,588.00	\$42,602.00	\$0.00	\$42,602.00	25.5%	Const. Admin
Construction Observation	\$7,269.00	\$16,452.00	\$5,451.75	\$11,000.25	\$1,817.25	\$9,183.00	44.2%	Const. Observ.
Record Drawings	\$5,720.00	\$5,720.00	\$0.00	\$5,720.00	\$0.00	\$5,720.00	0.0%	Record Drawings
Final Review & Closeout Docs	\$1,894.00	\$1,894.00	\$0.00	\$1,894.00	\$0.00	\$1,894.00	0.0%	Final Rev. & Closeout
10 Year Water Plan	\$15,000.00	\$15,000.00	\$13,519.60	\$1,480.40	\$360.00	\$1,120.40	92.5%	10 year Water Plan
Attend Meetings	\$15,000.00	\$15,000.00	\$13,782.50	\$1,217.50	\$0.00	\$1,217.50	91.9%	Attend meetings
La Puebla Extension	\$15,000.00	\$9,915.32	\$9,915.32	\$0.00	\$0.00	\$0.00	100.0%	La Puebla Extension
Professional Services Subtotal	\$389,647.27	\$448,515.67	\$331,777.57	\$114,738.10	\$21,906.20	\$92,831.90	79.2%	Pro. Serv. Subtotal
NMGR (Santa Fe)	\$30,928.25	\$36,000.33	\$26,334.84	\$9,107.34	\$1,766.19	\$7,484.57	78.1%	NMGR (Santa Fe)
Engineering Services Total	\$420,575.52	\$484,516.00	\$358,112.41	\$123,845.44	\$23,672.39	\$100,216.47	79.1%	Eng. Serv. Total
PROJECT TOTAL	\$ 2,610,063.00	\$2,610,063.00	\$2,034,518.69	\$575,544.41	\$23,672.39	\$551,872.03	78.9%	PROJECT TOTAL

FUNDING:

NMFA 1135-WW
2007-4571-GF
2006 WTB
2006 WTB
Santa Fe County
03-0346-STB

NOTES:

\$590,825.00 (Expended)
\$45,000.00 (Expended)
\$924,438.00 (Executed)
\$500,000.00 (Expended)
\$500,000.00 (Future Funds)
\$50,000.00 (Expended with May Invoices)
\$2,610,063.00

Exhibit B

DEPARTMENT of FINANCE and ADMINISTRATION (DFA)
JOINT POWERS AGREEMENT (JPA) BRIEF

DFA Office of the Secretary
Bataan Memorial Bldg., Suite 180
Santa Fe, New Mexico 87501
(505) 827-4985

JPA 1-10/96

JPA Number: _____

Agencies must complete and transmit this form along with all backup documentation to the DFA.

PRIMARY PARTY: SANTA FE COUNTY

SECONDARY PARTY: CUATRO VILLAS MUTUAL DOMESTIC WATER USER ASSOCIATION

OTHER PARTY: _____

CONTACT NAME: MARVIN R. MARTINEZ

PHONE: (505)992-3046

CONTACT ADDRESS: 424 NM SR 599, SANTA FE, NM 87507 (MAILING) PO BOX 276, SANTA FE NM 87505

DOCUMENTS ENCLOSED:

- ☒ JPA
☐ JPA Amendment
☐ Purchase Document
☐ Written Justification
☐ Other _____

AMOUNT:

Federal Funds \$ _____
General Fund \$ _____
Other State Funds \$ 500,000.00
Local Gov. Funds \$ _____
TOTAL \$ _____

PURPOSE: CONSTRUCTION OF WATER SYSTEM INFRASTRUCTURE TO SERVE THE COMMUNITIES OF ARROYO SECO, CUARTELES, SOMBRILLO, & LA PUEBLA (CUATRO VILLAS MUTUAL DOMESTIC WATER USERS ASSOCIATION)

TERM: FROM: FY2009-2010

TO: CONTINUING FOR LIFE OF SYSTEM

FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE: _____

Statutory Requirements -Agencies must check each blank certifying to DFA that the JPA:

- ☒ X jointly exercises a power common to the parties(Transferring funds from one agency to another does not constitute the joint exercise of power.)
☒ X clearly specifies its purpose;
☒ X establishes the method by which its purpose will be accomplished;
☒ X establishes the manner in which the joint power will be exercised;
☒ X provides for strict accountability of all receipts and disbursements;
☒ X addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and
☒ X specifies that any surplus money shall be returned in proportion to the contributions made.

Other Requirements -Agencies must enter Y (Yes), N (No), or N/A (Not Applicable) to each of the following:

- ☒ YES Is one original and at least two copies of the JPA or amendment attached? (DFA will forward copies to contact.)
☒ YES Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?
☒ YES Are all exhibits referred to in the JPA attached?
☒ YES Does the JPA provide for the expenditure or transfer of public funds by a state agency?(All public money must be budgeted.)
☒ YES Does the JPA provide for the transfer of local, state or federal funds to a state agency? If the answer is yes, cite or attach the legislative authority permitting the receiving state agency to increase its budget from such a transfer.
☐ N/A If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? (Letter must be signed by one of the parties.)
☒ YES Has the JPA or amendment been reviewed by legal counsel? If yes, state who

SANTA FE COUNTY DENNIS MANZANARES


AGENCY HEAD SIGNATURE
COUNTY MANAGER

10/7/07
DATE

County Manager
TITLE